

32

Lehi City
759 North 100 East
Lehi, Utah 84043

**DEVELOPMENT AGREEMENT
JORDAN WILLOWS SUBDIVISION, PLAT A
A PLANNED RESIDENTIAL DESIGN PROJECT**

ENT 184945:2003 PG 1 of 32
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2003 Nov 21 8:46 am FEE 0.00 BY SS
RECORDED FOR LEHI CITY

THIS DEVELOPMENT Agreement is entered into as of this 22nd day of August, 2003, by and among the owners and developers of the Jordan Willows Subdivision, Plat A, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

RECITALS

Whereas, the Developer has sought approval of a 44 lot Planned Residential Design Project designated as Jordan Willows Subdivision, Plat A, a copy of which plat is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals and objectives of the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to dedicate open space for the preservation of natural areas, parks and related purposes and other considerations in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the density of

the Planned Residential Design Project of Jordan Willows Subdivision, Plat A, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

1. The Developer shall create and approve restrictive covenants (Exhibit B) for the subject subdivision project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat. Developer agrees to comply with restrictive covenants and enforce the same so long as Developer has standing to do so. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City.

2. Developer agrees to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners and purchasers of building lots will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual lot buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will

be included in the closing documents of the sale as well as on the recorded subdivision plat:

“This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities, and any other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock.”

3. In satisfaction of Developer’s park dedication requirement for Jordan Willows, Plat A, and future phases of the approved preliminary (77.94 acres) pursuant to the provisions of the PRD overlay zone, the Developer has dedicated 20 acres of open space (including wetlands) to Lehi City by plat (Exhibit A) and by warranty deed (Exhibit C).

4. Developer shall provide improvements and amenities for the open space area with Plat B of the project, which will be bonded and constructed with that plat.

Improvements and amenities shall consist of:

- a. 10' Asphalt Trail System (Developer to construct entire trail, but will be reimbursed by Lehi City for cost of upsizing trail from 6' to 10' width.**

Trail placement and construction to be coordinated with Lehi City Parks Dept.)

- b. Picnic Tables**
- c. Gazebo Sitting Area (Exhibit D)**
- d. Enhancements outlined in item #5 below**

5. In lieu of the sprinkling system and landscaping of the open space that is typically required on a PRD, the Developer will trim the Russian Olive trees and remove unnecessary undergrowth/dead wood from the open space area and provide enhancements to the native vegetation areas, including the planting of other native tree and shrub species that are more desirable. The Utah Reclamation Mitigation and Conservation Commission

should be contacted for enhancement suggestions. Water connections, however, will be required for the open space area as shown on the subdivision construction drawings and landscaping plan.

6. Developer will obtain proper permits and coordinate all construction of road crossings, detention areas and trails through the wetland areas with the Army Corp of Engineers and Lehi City.

7. The developer shall construct a 6 foot no-climb agricultural fence with 1-7/8" schedule 40 or equal posts with a 1-5/16" top rail along the entire east property line of the subdivision.

8. Two entry monuments will be constructed on State Highway 73/Main Street.
(Exhibit E)

9. Developer acknowledges this area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years. Because of this, no basements will be allowed below the existing natural ground. Lehi City will not be responsible for damage resulting from high ground water or flooding.

10. The developer will take such steps as are necessary to insure that all homes will be constructed of at least 70% brick, rock, stone, or stucco or other material specifically approved by the Planning Commission. Minimum roof pitch will be 6/12.

11. The Architectural Committee will monitor the overall percentage of hard surface finish in the Subdivision to insure the Subdivision meets or exceeds the 70% requirement. The Architectural Committee will approve and sign all building plans prior to filing with Lehi City for a building permit. Architectural Design Guidelines are included in the CC&R's. (Exhibit B) Typical elevations are attached as Exhibit F.

12. Homes of the same elevation or a mirror image elevation shall not be constructed on adjacent lots or across the street from each other.

13. Developer expressly acknowledges and agrees that because of mitigation of wetlands that were present at the time of annexation, the full water dedication for this project has not been completed. Water dedication will be required on all areas no longer classified as wetlands. Adequate water has been provided to Lehi City to allow Plat A to be recorded. However, the water dedication requirement for subsequent phases will be reviewed and a determination made on additional water rights needed for the entire 78 acre project prior to and as a condition of recording Plat B.

14. Nothing in this agreement shall limit the City's future exercise of police power in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.

15. The developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.

16. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of

any portion of the property.

17. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

18. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

19. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

Dated: 11/10/03

By: [Signature] KILBESTONE PARTNERS, LLC

Its: ASSISTANT SECRETARY

Jordan Willows PRD Subdivision, Plat A

By: _____

Its: _____

ACKNOWLEDGMENT

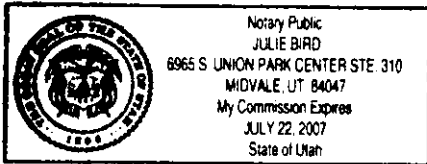
STATE OF UTAH

COUNTY OF UTAH ^{S.S.} Salt Lake

On the 10th day of November 2003, personally appeared before me Griffin M. Johnson the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 7/22/2007

[Signature]
NOTARY PUBLIC



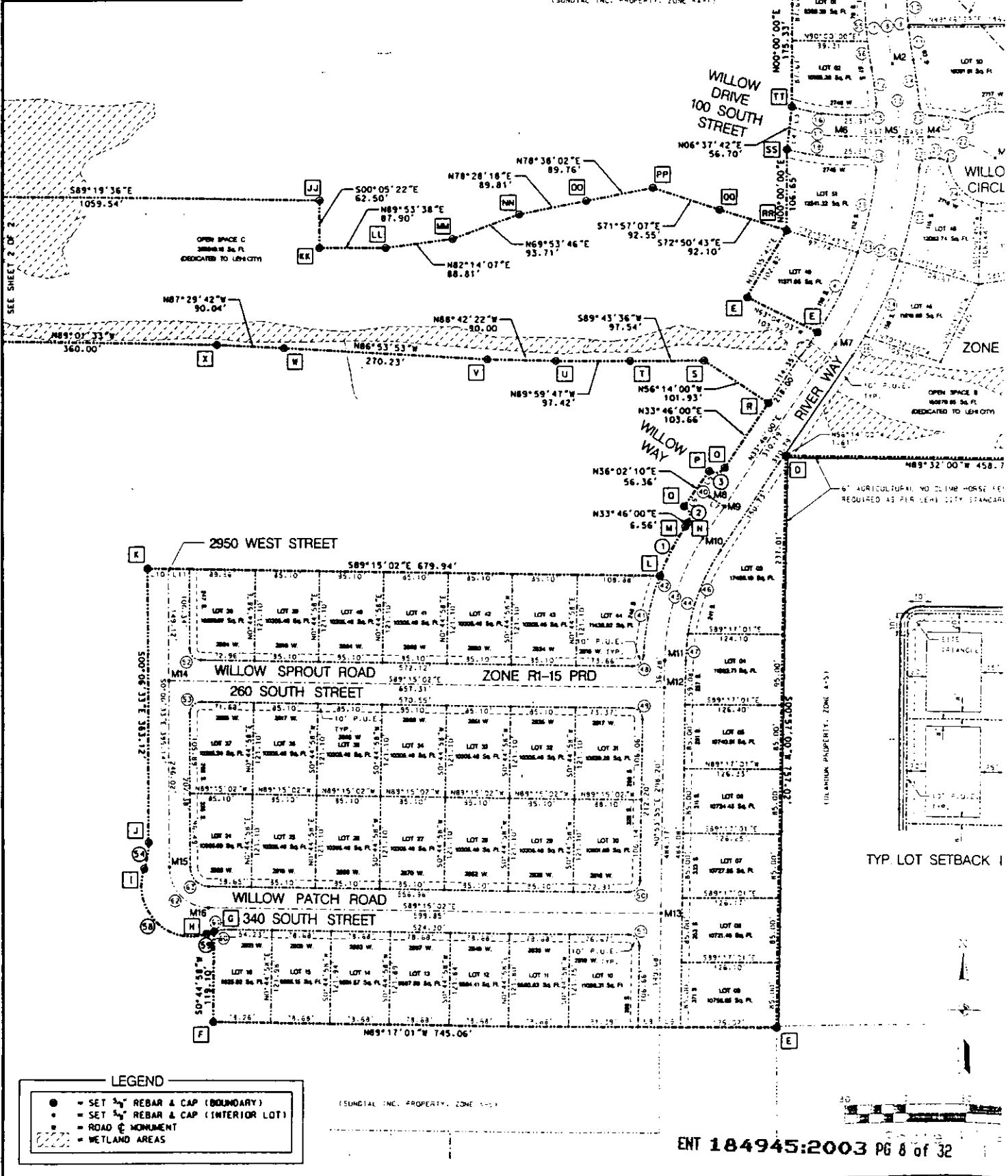
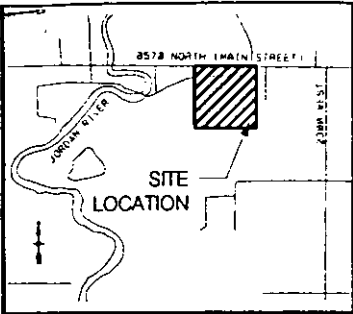
Dated: _____

Lehi City Corporation

By: _____
Kenneth J. Greenwood, Mayor

Attest:

Connie Ashton, City Recorder



- LEGEND**
- = SET 3/4" REBAR & CAP (BOUNDARY)
 - = SET 3/4" REBAR & CAP (INTERIOR LOT)
 - = ROAD MONUMENT
 - ▨ = WETLAND AREAS

SURVEYOR'S CERTIFICATE

I, BERRY ANDERSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 186572 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. FURTHER CERTIFY BY AUTHORITY OF THE GAMERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS SOUTH 00°08'52" EAST ALONG THE SECTION LINE 1515.11' FEET AND WEST 1212.96' FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 00°07'00" EAST 769.78 FEET; THENCE NORTH 89°32'00" WEST 458.70 FEET; THENCE SOUTH 00°57'00" WEST 757.21 FEET; THENCE NORTH 89°17'01" WEST 943.46 FEET; THENCE NORTH 00°06'33" WEST 549.60 FEET; THENCE NORTH 89°53'27" EAST 112.60 FEET; THENCE NORTH 00°06'33" WEST 462.23 FEET; THENCE SOUTH 89°15'02" EAST 679.34 FEET TO A POINT OF CURVATURE;

THENCE ALONG AN ARC OF A 328.00 FOOT RADIUS CURVE TO THE RIGHT 73.00 FEET THROUGH A CENTRAL ANGLE OF 12°45'09", THE CHORD OF WHICH BEARS NORTH 27°23'26" EAST 72.85 FEET;

THENCE NORTH 33°46'00" EAST 656 FEET TO A POINT OF CURVATURE;

THENCE ALONG AN ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 24.85 FEET THROUGH A CENTRAL ANGLE OF 34°56'06", THE CHORD OF WHICH BEARS NORTH 13°42'03" WEST 22.11 FEET;

THENCE NORTH 36°02'00" EAST 56.36 FEET TO A POINT OF CURVATURE;

THENCE ALONG AN ARC OF A 5.00 FOOT RADIUS CURVE TO THE LEFT 22.62 FEET THROUGH A CENTRAL ANGLE OF 36°24'06", THE CHORD OF WHICH BEARS NORTH 76°58'03" EAST 20.54 FEET;

THENCE NORTH 23°46'00" EAST 103.66 FEET; THENCE NORTH 86°14'00" WEST 101.93 FEET; THENCE SOUTH 89°13'56" WEST 97.54 FEET; THENCE NORTH 89°59'47" WEST 97.42 FEET; THENCE NORTH 88°41'36" WEST 90.00 FEET; THENCE NORTH 88°53'51" WEST 270.23 FEET; THENCE NORTH 87°28'47" WEST 30.04 FEET; THENCE NORTH 89°07'33" WEST 160.00 FEET; THENCE SOUTH 89°44'58" WEST 121.59 FEET; THENCE NORTH 89°15'02" WEST 46.76 FEET; THENCE NORTH 20°44'58" EAST 105.45 FEET; THENCE NORTH 89°18'31" WEST 181.87 FEET; THENCE SOUTH 27°47'00" WEST 104.27 FEET; THENCE SOUTH 37°15'48" WEST 105.21 FEET; THENCE SOUTH 28°05'00" WEST 109.24 FEET; THENCE SOUTH 00°05'22" EAST 476.26 FEET; THENCE SOUTH 70°13'15" WEST 84.27 FEET; THENCE NORTH 00°05'22" EAST 69.50 FEET; THENCE SOUTH 89°59'31" EAST 105.94 FEET; THENCE NORTH 32°40'07" EAST 89.81 FEET; THENCE NORTH 89°59'31" EAST 87.90 FEET; THENCE NORTH 32°40'07" EAST 89.81 FEET; THENCE NORTH 89°59'31" EAST 31.71 FEET; THENCE SOUTH 71°57'07" EAST 92.55 FEET; THENCE NORTH 28°30'07" EAST 89.76 FEET; THENCE NORTH 00°00'00" EAST 106.65 FEET; THENCE SOUTH 72°52'43" EAST 32.40 FEET; THENCE NORTH 00°00'00" EAST 175.33 FEET; THENCE NORTH 89°59'31" EAST 35.70 FEET; THENCE NORTH 00°05'22" WEST 1310.35 FEET; THENCE SOUTH 89°59'31" EAST 1072.37 FEET TO THE POINT OF BEGINNING.

AREA = 31797 ACRES. ENT 184945:2003 PG 9 of 32

BASE OF BEARING FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN SOUTH 00°08'52" EAST ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION, TOWNSHIP AND RANGE.

Exhibit "A"

DATE _____ SURVEYOR
(SEE SEAL BELOW)

OWNERS' DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20 _____

ACKNOWLEDGEMENT

ON THE _____ DAY OF _____, A.D. 20 _____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DO EXECUTE THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE BY THE PUBLIC THIS _____ DAY OF _____, A.D. 20 _____

APPROVED _____ ENGINEER
(SEE SEAL BELOW) ATTEST _____ CLERK/RECORDER
(SEE SEAL BELOW)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____ CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

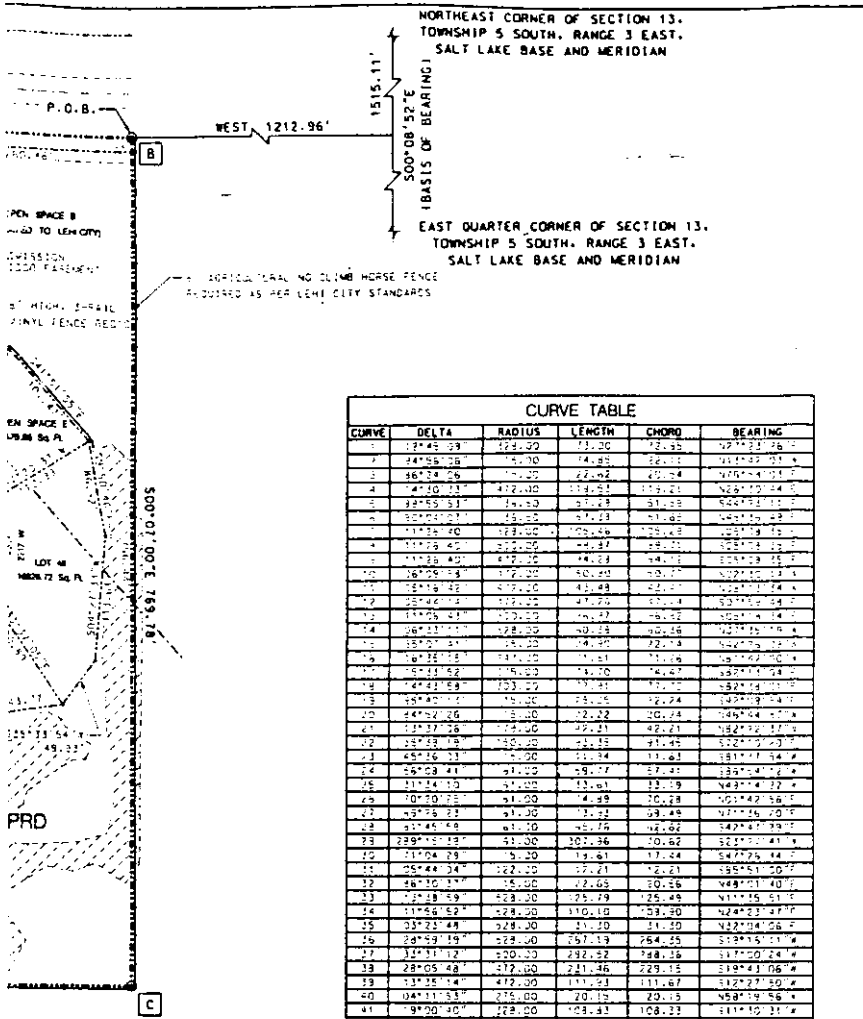
APPROVED THIS _____ DAY OF _____, A.D. 20 _____ BY THE _____ PLANNING COMMISSION

DIRECTOR-SECRETARY _____ CHAIRMAN, PLANNING COMMISSION _____

PLAT "A"

JORDON WILLOWS
A PLANNED RESIDENTIAL SUBDIVISION
(SHEET 1 OF 2)

RECEIVED
JUL 28 2003
LEHI CITY



CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
1	12°45'09"	128.00	73.00	72.85	N27°23'26"E
2	34°56'06"	15.00	24.85	24.85	N33°46'00"E
3	27°24'06"	5.00	22.62	22.62	N36°02'00"E
4	36°24'06"	15.00	103.66	103.66	N23°46'00"E
5	76°58'03"	20.54	101.93	101.93	N86°14'00"W
6	89°13'56"	97.54	97.54	97.54	N89°13'56"W
7	89°59'47"	97.42	97.42	97.42	N89°59'47"W
8	88°41'36"	90.00	90.00	90.00	N88°41'36"W
9	88°53'51"	270.23	270.23	270.23	N88°53'51"W
10	87°28'47"	30.04	30.04	30.04	N87°28'47"W
11	89°15'02"	46.76	46.76	46.76	N89°15'02"W
12	20°44'58"	105.45	105.45	105.45	N20°44'58"E
13	37°15'48"	105.21	105.21	105.21	N37°15'48"W
14	28°05'00"	109.24	109.24	109.24	N28°05'00"W
15	00°05'22"	476.26	476.26	476.26	N00°05'22"E
16	70°13'15"	84.27	84.27	84.27	N70°13'15"W
17	32°40'07"	89.81	89.81	89.81	N32°40'07"E
18	89°59'31"	87.90	87.90	87.90	N89°59'31"E
19	32°40'07"	89.81	89.81	89.81	N32°40'07"E
20	89°59'31"	31.71	31.71	31.71	N89°59'31"E
21	72°52'43"	32.40	32.40	32.40	N72°52'43"E
22	00°00'00"	175.33	175.33	175.33	N00°00'00"E
23	89°59'31"	35.70	35.70	35.70	N89°59'31"E
24	00°05'22"	1310.35	1310.35	1310.35	N00°05'22"W
25	1072'37"	1072.37	1072.37	1072.37	N1072'37"E
26	1212.96'	1212.96	1212.96	1212.96	N1212.96"W
27	1515.11'	1515.11	1515.11	1515.11	S1515.11"E

CENTERLINE MONUMENT TABLE

MONUMENT	NORTHING	EASTING
M1	74271.97	89370.62
M2	74210.74	89071.27
M3	74138.65	89059.25
M4	74011.76	89049.44
M5	74011.76	89049.44
M6	74142.28	89068.40
M7	74142.28	89068.40
M8	74753.50	89079.89
M9	74753.50	89079.89
M10	74749.79	89071.31
M11	74752.10	89079.55
M12	74725.24	89049.19
M13	74655.42	89045.15
M14	74724.71	89049.19
M15	74704.17	89045.15
M16	74694.29	89045.15

LINE TABLE

LINE	BEARING	DISTANCE
1	N00°06'33"E	12.22
2	S00°07'00"E	14.34
3	N00°07'39"E	28.38
4	N00°07'49"E	28.31
5	N00°07'39"E	28.31
6	N00°07'10"E	28.31
7	S00°07'10"E	28.31
8	N00°07'10"E	28.31
9	N00°07'10"E	28.31
10	N00°07'10"E	28.31
11	N00°07'10"E	28.31

SETBACKS

FRONT	20'
REAR	25'
SIDE	8'
REAR CORNER	15'

ZONE R1-15 TABULATIONS

TOTAL ACRES	31.80
TOTAL LOT ACRES	12.77
TOTAL LOTS	51
TOTAL ROAD ACRES	5.19
LANE MILES OF ROAD	1.39
OPEN SPACE	13.84
WETLANDS ACRES	7.40
UNITS PER ACRE	2.31

NOTES:

- THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, ODORS, SIGNS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
- STORM DRAINAGE TO BE OBTAINED IN EXISTING WETLANDS AREA.
- NO BASEMENTS BELOW EXISTING NATURAL GROUND.
- EACH LOT TO BE CERTIFIED BY AN ENGINEER AS PER THE GEOTECHNICAL REPORT PRIOR TO CONSTRUCTION.
- ALL BUILDINGS TO HAVE A MINIMUM OF 70% HARD SURFACE.
- FIRST PHASE IS COVERED BY ADEQUATE WATER BUT FUTURE PHASES WILL NEED TO BE EVALUATED FOR ADDITIONAL WATER.

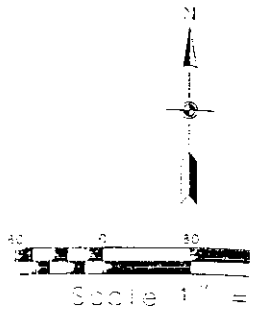
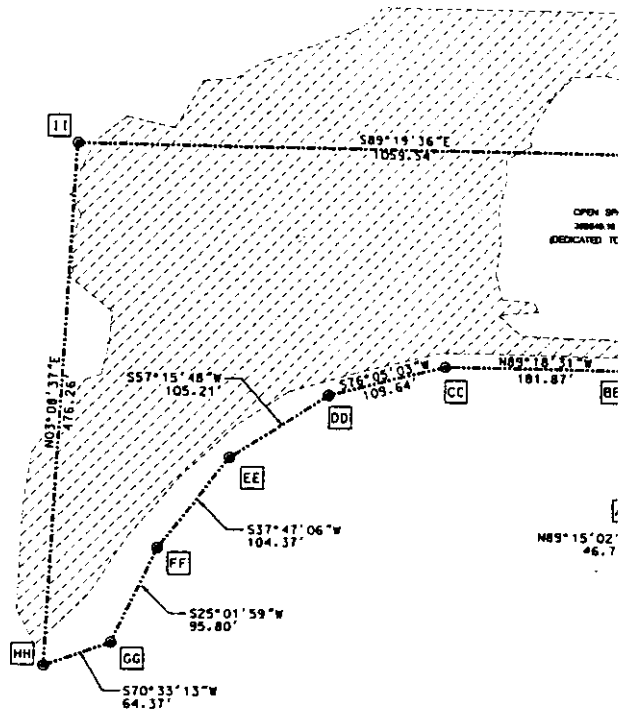
ACKNOWLEDGEMENT (CORPORATE)

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME _____ AND _____ WHO BEING BY ME DULY SWORN DO SAY, EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE, THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF HIS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY SIGNED AND SEALED TO THE SAID CORPORATION INSTRUMENT AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION
MY COMMISSION EXPIRES _____ NOTARY PUBLIC
(SEE SEAL BELOW)

CORPORATION SEAL

STATE PLANE COORDINATES		
MOMENT	NORTHING	EASTING
A	749873.13	1892245.18
B	746358.44	1891036.46
C	747589.87	1891038.03
D	747592.61	1890579.48
E	746835.30	1890566.92
F	746845.22	1889823.13
G	746964.27	1889823.69
H	746961.20	1889813.18
I	747046.07	1889729.26
J	747080.56	1889735.93
K	747443.57	1889734.63
L	747434.69	1890414.34
M	747499.36	1890447.84
N	747504.81	1890451.49
O	747526.27	1890446.25
P	747571.84	1890479.40
Q	747576.47	1890499.40
R	747667.81	1890557.00
S	747719.26	1890472.29
T	747718.79	1890374.78
U	747718.80	1890277.38
V	747720.83	1890187.42
W	747735.44	1889917.66
X	747739.38	1889827.74
Y	747745.50	1889467.89
Z	747642.15	1889466.30
AA	747624.76	1889419.56
BB	747740.17	1889421.07
CC	747742.37	1889239.23
DD	747716.01	1889132.87
EE	747659.13	1889044.39
FF	747576.67	1888980.46
GG	747785.89	1888939.94
HH	747468.47	1888879.26
II	747943.88	1888305.37
JJ	747931.42	1889964.54
KK	747868.95	1889964.64
LL	747869.11	1890052.52
MM	747881.10	1890140.49
NN	747913.30	1890228.47
OO	747931.25	1890316.44
PP	747948.93	1890404.42
QQ	747920.26	1890492.39
RR	747893.11	1890580.37
SS	747999.73	1890580.37
TT	748056.04	1890586.31
UU	748231.33	1890586.31
VV	748238.90	1889964.06
WW	748369.92	1889963.86

GRID FACTOR = 0.99972032



SURVEYOR'S CERTIFICATE

I, BARRY JOHNSON, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 10926 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I HAVE BEEN EMPLOYED BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS MAP AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND AND LOTS, BLOCKS, STREETS AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY MEASURED AND SHOWN ON THE BEING AS SHOWN ON THIS MAP AND THAT THIS PLAN IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

COMMENCING AT A POINT WHICH IS SOUTH 00°08'52" EAST ALONG THE SECTION LINE 185.11 FEET AND WEST 213.86 FEET FROM THE NORTH-EAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
 THENCE SOUTH 00°07'30" EAST 169.73 FEET; THENCE NORTH 89°12'00" WEST 458.70 FEET;
 THENCE SOUTH 00°05'00" WEST 167.02 FEET; THENCE NORTH 89°17'00" WEST 341.46 FEET;
 THENCE NORTH 00°26'11" WEST 349.80 FEET; THENCE NORTH 89°15'27" EAST 162.00 FEET;
 THENCE NORTH 01°02'51" WEST 46.23 FEET; THENCE SOUTH 89°15'02" EAST 673.94 FEET TO A POINT OF CURVATURE;
 THENCE ALONG AN ARC OF A 108.00 FOOT RADIUS CURVE TO THE RIGHT 11.00 FEET THROUGH A CENTRAL ANGLE OF 12°15'09", THE CHORD OF WHICH BEARS NORTH 27°21'26" EAST 22.85 FEET;
 THENCE NORTH 11°46'00" EAST 8.88 FEET TO A POINT OF CURVATURE;
 THENCE ALONG AN ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 24.85 FEET THROUGH A CENTRAL ANGLE OF 34°58'09", THE CHORD OF WHICH BEARS NORTH 13°42'03" WEST 22.11 FEET;
 THENCE NORTH 11°02'10" EAST 88.56 FEET TO A POINT OF CURVATURE;
 THENCE ALONG AN ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 22.62 FEET THROUGH A CENTRAL ANGLE OF 88°24'28", THE CHORD OF WHICH BEARS NORTH 76°59'03" EAST 20.54 FEET;
 THENCE NORTH 11°46'00" EAST 101.68 FEET; THENCE NORTH 58°14'00" WEST 101.58 FEET;
 THENCE SOUTH 89°43'36" WEST 37.54 FEET; THENCE NORTH 89°59'47" WEST 97.12 FEET;
 THENCE NORTH 88°42'22" WEST 90.00 FEET; THENCE NORTH 89°59'51" WEST 170.23 FEET;
 THENCE NORTH 87°23'42" WEST 30.04 FEET; THENCE NORTH 89°01'13" WEST 160.00 FEET;
 THENCE SOUTH 00°44'55" WEST 124.29 FEET; THENCE NORTH 89°15'02" WEST 14.76 FEET;
 THENCE NORTH 00°44'55" EAST 124.45 FEET; THENCE NORTH 89°18'11" WEST 151.87 FEET;
 THENCE SOUTH 89°05'01" WEST 109.84 FEET; THENCE SOUTH 57°15'48" WEST 105.21 FEET;
 THENCE SOUTH 17°17'08" WEST 104.57 FEET; THENCE SOUTH 25°07'59" WEST 16.20 FEET;
 THENCE SOUTH 11°11'11" WEST 84.31 FEET; THENCE NORTH 11°08'17" EAST 476.28 FEET;
 THENCE SOUTH 89°18'11" EAST 128.54 FEET; THENCE SOUTH 00°16'22" EAST 12.80 FEET;
 THENCE NORTH 89°05'01" EAST 87.20 FEET; THENCE NORTH 82°14'07" EAST 383.17 FEET;
 THENCE NORTH 89°05'16" EAST 81.14 FEET; THENCE NORTH 78°28'18" EAST 383.17 FEET;
 THENCE NORTH 11°25'07" EAST 89.75 FEET; THENCE SOUTH 71°57'07" EAST 383.17 FEET;
 THENCE SOUTH 11°25'07" EAST 82.10 FEET; THENCE NORTH 00°16'22" EAST 12.80 FEET;
 THENCE NORTH 88°11'42" EAST 86.70 FEET; THENCE NORTH 00°00'00" EAST 176.11 FEET;
 THENCE NORTH 89°15'10" WEST 625.07 FEET; THENCE NORTH 00°05'22" WEST 1110.06 FEET;
 THENCE SOUTH 89°13'13" EAST 1072.87 FEET TO THE POINT OF BEGINNING.

AREA = 11.77 ACRES.

BASIS OF BEARING FROM THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SOUTH 00°08'52" EAST ALONG THE SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION, TOWNSHIP, AND RANGE.

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DATE _____ SURVEYOR (SEE SIGN BELOW)

OWNERS' DEDICATION

I KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETOFORE SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

STATE OF UTAH } S.S. ACKNOWLEDGEMENT
 COUNTY OF UTAH }

ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION AND DULY ACKNOWLEDGE TO ME THAT THEY DO EXECUTE THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC (SEE SIGN BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY OF LEHI, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____

COUNCIL MEMBER _____ COUNCIL MEMBER _____
 COUNCIL MEMBER _____ COUNCIL MEMBER _____
 COUNCIL MEMBER _____ MAYOR _____
 APPROVED _____ ENGINEER (SEE SIGN BELOW) ATTEST _____ CLERK-RECORDER (SEE SIGN BELOW)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____
 CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

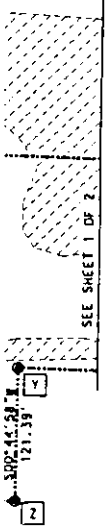
APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE _____ PLANNING COMMISSION
 DIRECTOR-SECRETARY _____ CHAIRMAN, PLANNING COMMISSION _____

PLAT "A"

JORDON WILLOWS
 A PLANNED RESIDENTIAL SUBDIVISION
 (SHEET 2 OF 2)

LEHI CITY SCALE: 1" = 40' FEET

LEHI CITY _____
 LEHI CITY OWNER SIGN _____
 LEHI CITY OWNER SIGN _____
 LEHI CITY OWNER SIGN _____



SETBACKS

FRONT	20'
REAR	25'
SIDE	8'
REAR CORNER	15'

ZONE R1-15 TABULATIONS

TOTAL ACRES	31.80
TOTAL LOT ACRES	12.77
TOTAL LOTS	51
TOTAL ROAD ACRES	5.19
LANE MILES OF ROAD	1.39
OPEN SPACE	13.84
WETLANDS ACRES	7.40
UNITS PER ACRE	2.31

LEGEND

- ⊙ = SET 3/4" REBAR & CAP (BOUNDARY)
- = SET 3/4" REBAR & CAP (INTERIOR LOT)
- = ROAD & MONUMENT
- ▨ = WETLAND AREAS

ACKNOWLEDGEMENT (CORPORATE)

STATE OF UTAH } S.S.
 COUNTY OF UTAH }
 ON THE _____ DAY OF _____, A.D. 20____, I, _____, A REGISTERED LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME, _____, AND BEING BY ME DULY SWORN DO SAY, EACH FOR HIMSELF, THAT HE, THE SAID _____, IS THE PRESIDENT AND HE, THE SAID _____, IS THE SECRETARY OF _____ CORPORATION AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.
 MY COMMISSION EXPIRES: _____
 _____ NOTARY PUBLIC (SEE SIGN BELOW)

Exhibit "D"



Figure 5
Representative Example: Gazebo

**DECLARATION OF RESTRICTIVE COVENANTS FOR
JORDAN WILLOWS COMMUNITIES**

Whereas, the undersigned, being the Owners of the real property located in Lehi City, Utah County, State of Utah, and more particularly described as:

All of Lots 1 through 16 and all of Lots 24 through 51, Jordan Willows Communities Plat A, according to the official plat thereof as recorded in the office of the Utah County Recorder

do hereby establish the nature of the use and enjoyment of the subject property and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions and stipulations. Said conditions, restrictions, and stipulations shall be administered by the Developer until 90% of the lots are sold to private owners (not builders) and then they shall be administered by an association of the owners. The Developer reserves the right without permission of any subsequent owners to add property, lots, and/or future phases in the Development and the Association will be required to administer such additional property along with this phase.

A. RESIDENTIAL RESTRICTIONS AND COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes, except for any area designated on the official plat otherwise. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed three stories in height and private garages for not more than three vehicles or less than two vehicles.
2. Architectural Control. No home, outbuilding, addition, fence, shed, or dog run shall be erected placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to the compliance with the Architectural Design Guidelines incorporated herein as Appendix A of these covenants and the quality of workmanship and materials, harmony of external design with existing structures, and general community plan; and as to location with respect to topography and finish grade elevation. All building plans shall be stamped and signed by the Architectural Control Committee prior to submission to the City for review.
3. Antennas. All antennas are restricted to the attic or interior of the residence. Satellite dish antennas shall be allowed provided they are screened from view and their location is approved by the city, Satellite dish antennas greater than 18" shall not be permitted on roofs.
4. Dwelling Quality and Size. All single family detached dwellings shall have a minimum of 1200 square feet for ramblers and 1450 square feet for multi levels of finished floor space excluding the garage and the basement, basement meaning below grade. Two story homes shall have a minimum of 850 square feet on the main floor. Split level homes shall have a minimum combined floor area of 1,000 square feet on the main floor and upper floor.
5. City and Other Approval. Approval of any improvements by the Architectural Control Committee does not constitute approval by any governmental entity and shall not excuse or waive compliance with any requirement of such entity. By approving plans, the Architectural Control Committee assumes no responsibility for plan

- conformity to any other criteria other than the requirements of this Declaration of Restrictive Covenants.
6. Building Location. Building location must conform to the requirements of the Architectural Control Committee. For the purpose of this covenant, eaves, steps, and porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.
 7. Detached Accessory Buildings. A detached accessory building may be permitted, subject to all of the covenants, conditions and restrictions imposed by this Declaration. The detached accessory building shall be complementary in design and composition with the dwelling placed on the lot and in no event shall such accessory building be permitted with a height greater than the dwelling itself, or 2 stories, whichever is less.
 8. Temporary Structures. No structure of a temporary character, such as trailers, shack, barn or other outbuildings shall be used on any lot at any time as a residence, either permanently or temporarily. No modular homes are permitted to be placed upon a building lot for permanent use.
 9. Exterior Materials. All exterior building design and materials shall be in compliance with the requirements of the Architectural Control Committee. The minimum main roof pitch shall be 6/12. Stucco and siding must be neutral colors, including grays, whites, tans, taupe etc. The exteriors of all homes shall be constructed of at least 70% brick, rock, stone, or stucco or other material specifically approved by Lehi City and the Architectural Control Committee. If the design of the home conforms to the standards of the subdivision, wood exterior or vinyl siding may be used. Siding must be of a high quality / grain type as approved by the Architectural Control Committee. No more than 30% of the entire exterior of any home can be covered with siding.
 10. Landscaping. Landscaping on each lot shall comply with the following standards:
 - a. Landscaping shall be installed by each owner in front yards and between the front line of the house and the curb on the entire width of the lot, excluding the driveway. On corner lots, landscaping shall also be installed in all areas between the curb and the side lines of the house between the front property line and rear property line which are visible from the adjacent public right-of-way. Each owner shall install and maintain a sprinkler system that is adequate to provide water to the entire lot. Landscaping shall be installed within 2 months of final inspection, unless the final is between October 15th and February 15th, in which case landscaping shall be installed not later than May 15th.
 - b. Landscaping shall include at least two trees on the lot and a combination of lawn, shrubs, or ground cover. Ground cover may include vegetative vines, low spreading shrubs, annual or perennial flowering or foliage plants, or mineral cover. Mineral ground cover may include such materials as rocks, boulders, or brick over sand. Drought tolerant landscaping is encouraged.
 - c. Homeowners are responsible for installing and maintaining the street tree landscaping including tree replacement if necessary. Street trees shall include trees of a species and size as determined by the Architectural Control Committee planted at approximately 25-foot intervals as determined by the Architectural Control Committee. All street tree requirements and landscaping must comply with city ordinances governing their installation.

11. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat for the Jordan Willows Communities Subdivision. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the Lots and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.
12. Nuisances. No noxious or offensive activity shall be carried on upon any lot or open space nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any articles that are unsightly in the opinion of the Architectural Control Committee will be permitted unless in enclosed areas designed for such purpose. No camper, trailer, boat, large truck or commercial vehicles belonging to owners or other residents of the property or guests shall be parked on public streets within the development, except for temporary parking not to exceed forty-eight (48) hours.
13. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be permitted. The site line is determined by City Standards. No tree shall be permitted to remain within such distance or such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
14. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public. No grass clippings, trash, debris, or pet feces will be discarded on open spaces.
15. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept for breeding or maintained for any commercial purpose and are restricted to pet owner's premises or on leash under handler's control. The owner of said household pet shall clean up any dropping from household pets in any outside area.
16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
17. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements

- in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
18. Fencing. All fencing to be approved by the Architectural Control Committee. Front yard fencing materials must be Vinyl, Ornamental Iron, or Masonry. Front yard fencing cannot exceed 3 ½ feet in height, however no front yard fencing shall be permitted in the setback area. Front yard begins with the plane of the house, which includes the front main entry and extends to the street. Corner lots on the street side will need to have the same materials as required by front yard fencing. Fencing bordering the open space must consist of a tan vinyl coated three rail fence not to exceed five feet in height, or as modified by the Architectural Control Committee. Vinyl covered chain link fencing may be added to the lot side of the three rail fence to provide additional security. In no case shall the lot owner construct a solid fence along any portion of the rear of any property bordering open space. Any vinyl covered chain link fence shall be the same color as the three rail fence. Any fence installed by Developer or Builder shall be maintained by the respective lot owners and shall not be modified or eliminated.
 19. Solid Landscaped Screens Adjacent to Open Space Areas. Landscaping comprised of shrubs or trees may be planted along a property line adjacent to an open space area to create a solid screen. This could be constructed in lieu of the fencing described in Item 18.
 20. City Ordinances. All improvements on a lot shall be made, constructed and maintained, and all activities on a lot shall be undertaken, in conformity with all laws and ordinances of the City of Lehi, Utah County, and the State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.
 21. Additional Phases. Owner intends to develop additional phases and/or subdivisions on real property adjacent to or proximate with the property described in this Declaration. Owner reserves the right to subject such additional phases and/or subdivisions to the terms of this Declaration at a later time. Owner shall be permitted to subject such additional phases and/or subdivisions to this Declaration by recording with the Utah County Recorder a supplemental declaration. If Owner subjects such additional phases and/or subdivisions to this Declaration, owners of lots in such additional phases and/or subdivisions shall be subject to this Declaration and have the same rights of owners of lots of the subdivision described in this instrument.

B. ARCHITECTURAL CONTROL COMMITTEE AND ASSOCIATION

1. Membership. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Until 90% of the lots (including any additional phases) have been sold to private owners (not builders), the members of the Architectural Control Committee shall be appointed by the developer, and they shall have the right to change any members of the Architectural Control Committee. At any time after 90% of the lots have been sold to private owners, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to

withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of:

Mike Stewart
Ken Olson
Robert Strang
Joel Kester
Jason Ivins

2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. The Owner must submit a set of formal plans, specification, and site plan to the Committee before the review process can commence. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, the plans and specifications shall be deemed disapproved.
3. Limitation of Liability. All lot owners, by accepting title to their lot, waive any and all rights to pursue damages either actual or punitive, court costs or attorney's fees against the Association, the Architectural Control Committee, the Developer, or any other lot owner for actions or delays caused by the attempt to enforce the provisions of this document, however the lot owner may seek an order of the Court to reverse a decision of the Architectural Control Committee if the lot owner can prove the decision of the Architectural Control Committee is unfair, arbitrary, serves no reasonable end, or does not comply with the condition of this document or City, County State or Federal law.
4. Assessments. The Association shall be responsible to maintain the common areas. Each lot owner shall have the obligation to pay a minimum of \$35.00 per year to cover the expense of operating the Association. The Association shall have the authority to further assess a maintenance fee for the maintenance and construction of facilities on the common area. Any assessment imposed under the authority of these covenants and restrictions shall become a lien upon the property affected and the Association may bring suit to collect said assessments together with reasonable costs and attorney's fees.

C. GENERAL PROVISIONS

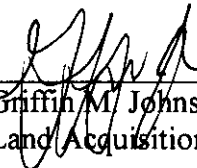
- 1) Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owner of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 2) Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In addition, any owner that violates or allows other occupants to violate these restrictive covenants shall be subject to fines set by the Association.

- 3) Severability. Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
- 4) Amendment. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them unless an instrument signed by seventy-five percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Prior to Owner's sale of any lots which are the subject of this Declaration, the Owner may amend and restate this Declaration, subject to approval of any such amendment and restatement by the City and provided that such an amendment and restatement does not materially alter the Architectural Design Guidelines attached hereto as Appendix "A".
- 5) City Approval. The Developer shall create and approve restrictive covenants for the subject Planned Unit Development project which shall be approved by the City and shall be incorporated herein by reference and recorded together with a Development or Subdivision Agreement. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The city shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements

DATED this 22nd day of August, 2003.

FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company

By: Its Managing Member, Fieldstone Communities, Inc., a California corporation

By: 
 Griffin M. Johnson
 Its Land Acquisitions Manager

myfiles/fieldstone/jordan/ccrs

APPENDIX A

ARCHITECTURAL DESIGN GUIDELINES

The Architectural Design Guidelines included herein are intended to allow individuality in design to the degree that the individuality does not detract from other residences in the neighborhood.

The following guidelines shall be used by the Architectural Control Committee to determine the acceptability and appropriateness of designs submitted for approval. The guidelines are general statements regarding design that are to be used in combination to design a more aesthetically appropriate building and community.

- 1) Architectural Features
 - a) Forms and Massing
 - i) One and two-story homes are encouraged
 - ii) Front elevations shall be comprised of alternating forms located along different planes to create shadows. The front elevation forms shall include, but not be limited to, features such as:
 - (1) Distinguishable entries
 - (2) Exposed gables perpendicular to the street
 - (3) Covered porches
 - (4) Varying garage positions
 - b) Rooflines and Pitch
 - i) Front elevations shall be comprised of various gable and hip-roof configurations
 - ii) Long continuous rooflines shall be avoided
 - iii) Two story front elevations shall utilize varying material treatments, porch roof elements, window, and roof configurations to provide variety
 - c) Eaves and Overhangs
 - i) Eaves and overhangs shall be large enough to create noticeable shadows
 - ii) Eaves and overhangs shall be large enough to reduce summer sunlight on windows while permitting winter sunlight to pass under
- 2) Architectural Elements
 - a) Entries
 - i) Entries and front door areas shall be readily distinguishable from the street
 - ii) Sidelights and similar features to expand the size of the entry may be used
 - iii) Where feasible, accent windows or roof elements may be located over front entry areas to highlight the area
 - iv) Columns or similar features may be used to frame the front entry area
 - b) Windows
 - i) Windows shall be used to divide large surface areas
 - ii) Bay windows, particularly on first floor windows, are highly encouraged
 - iii) Windows may be located in "Popped Out" areas to add variety to the front elevation and create additional shadows
 - c) Porches
 - i) A porch or similar element should be included on the front elevations

- ii) The porch element should be sufficiently deep to protect those standing at the front door from inclement weather and to create sufficient relief in the front façade to add visible shadows
- iii) Partial enclosure of the porch element, such as with a banister, is encouraged
- iv) Wrap around porches are encouraged, if they are appropriate for the style of the home
- d) Garages
 - i) Two car enclosed garages are required
 - ii) Section garage doors with windows are encouraged
 - iii) In the case of three car garages, the front of the third garage space is encouraged to be on a different plan than the larger two car space area
 - iv) Where feasible, side entry and setback garages are encouraged
- e) Lighting
 - i) Wall mounted house lighting is encouraged to highlight entry elements
 - ii) Yard lighting is encouraged to highlight walkways
 - iii) All home lighting shall be adequately shielded to not directly shine on an adjacent property or street

EXHIBIT A
 JORDAN WILLOWS PLAT A
 PROJECT OPEN SPACE TO BE DEDICATED TO LEHI CITY

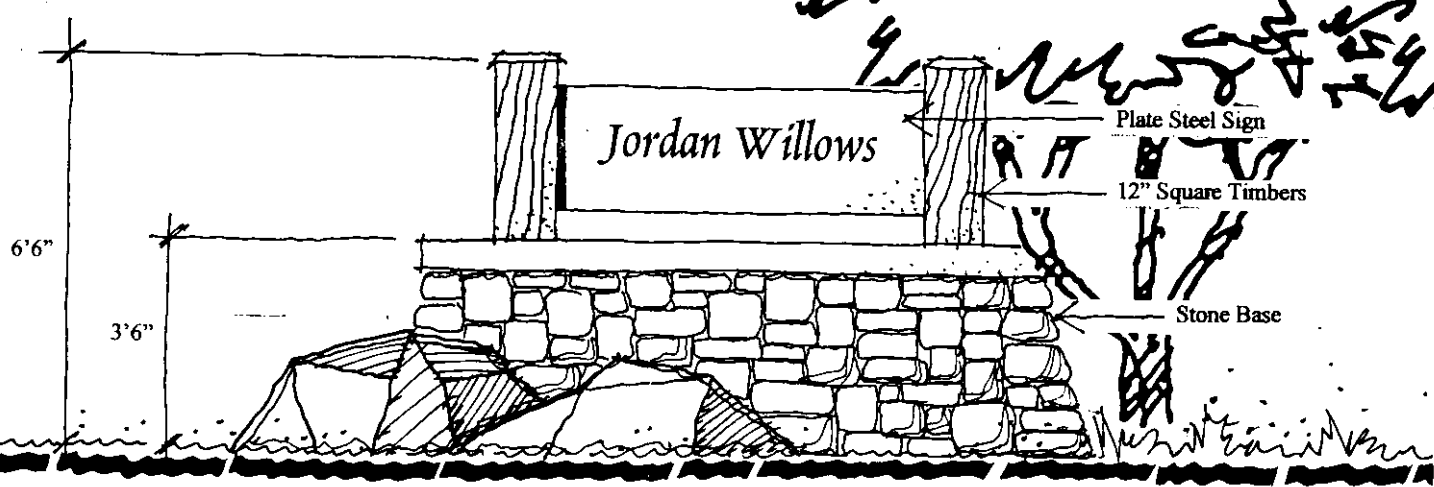
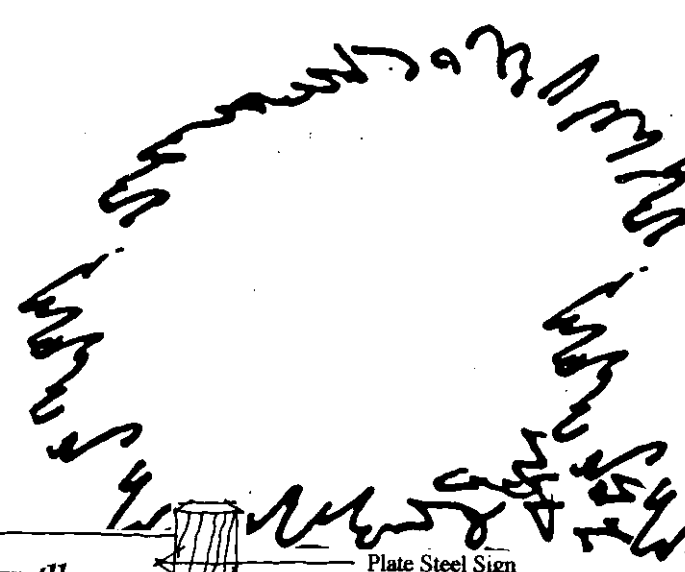
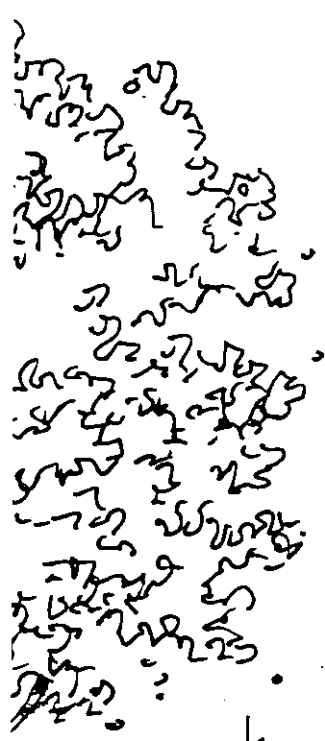
Commencing at a point located West 3444.15 feet and South 2519.07 feet from the Northeast corner of Section 13, Township 5 South, Range 1 West, Salt Lake Base and Meridian, thence North 87°02'45" West 46.41 feet, to a point on a curve, having a radius of -228.00 feet and a central angle of 09°46'06", thence along the arc of said curve a distance of 38.87 feet, said arc subtended by a chord bearing South 88°03'28" West, a distance of 38.82 feet, to a point on a curve, having a radius of 15.00 feet and a central angle of 46°41'51", thence along the arc of said curve a distance of 12.23 feet, said arc subtended by a chord bearing North 73°28'39" West, a distance of 11.89 feet, to a point on a curve, having a radius of -61.00 feet and a central angle of 93°55'39", thence along the arc of said curve a distance of 85.67 feet, said arc subtended by a chord bearing South 89°38'10" West, a distance of 78.80 feet, thence South 53°49'44" West 160.06 feet, thence South 27°30'49" West 21.57 feet, thence South 51°43'21" West 30.32 feet, thence South 68°07'37" West 129.88 feet, thence South 77°28'25" West 69.88 feet, thence North 36°45'11" West 455.25 feet, thence North 56°42'35" East 106.32 feet, thence North 69°46'38" East 164.47 feet, thence North 39°55'46" East 65.41 feet, thence South 46°26'10" East 111.38 feet, thence South 83°35'27" East 134.33 feet, thence North 74°10'51" East 143.73 feet, to a point on a curve, having a radius of -178.00 feet and a central angle of 20°36'05", thence along the arc of said curve a distance of 64.00 feet, said arc subtended by a chord bearing South 77°19'16" East, a distance of 63.66 feet, thence South 87°37'19" East 114.20 feet, to a point on a curve, having a radius of 15.00 feet and a central angle of 90°45'56", thence along the arc of said curve a distance of 23.76 feet, said arc subtended by a chord bearing South 42°14'21" East, a distance of 21.35 feet, thence South 03°08'37" West 237.26 feet, to a point on a curve, having a radius of 15.00 feet and a central angle of 89°47'53", thence along the arc of said curve a distance of 23.51 feet, said arc subtended by a chord bearing South 48°02'34" West, a distance of 21.18 feet to the point of beginning.

Area = 5.915 acres.

Exhibit "E"

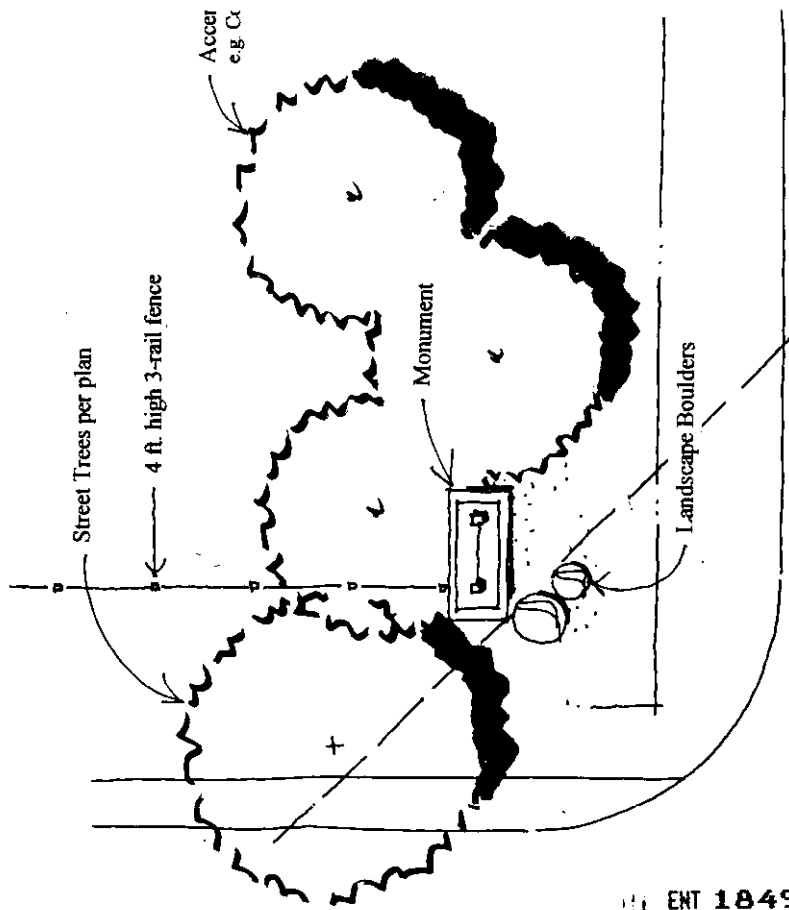
PLAN

1" = 10'



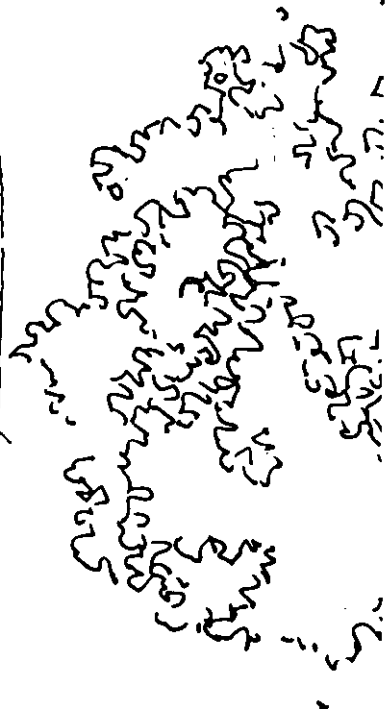
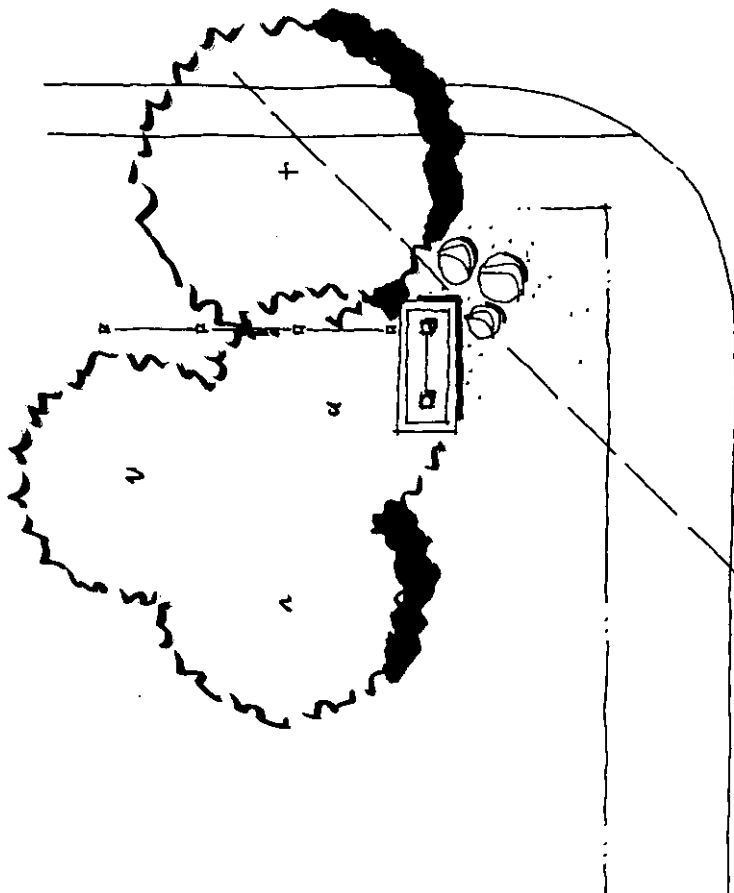
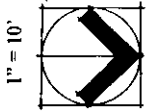
ELEVATION

1/2" = 1'0"



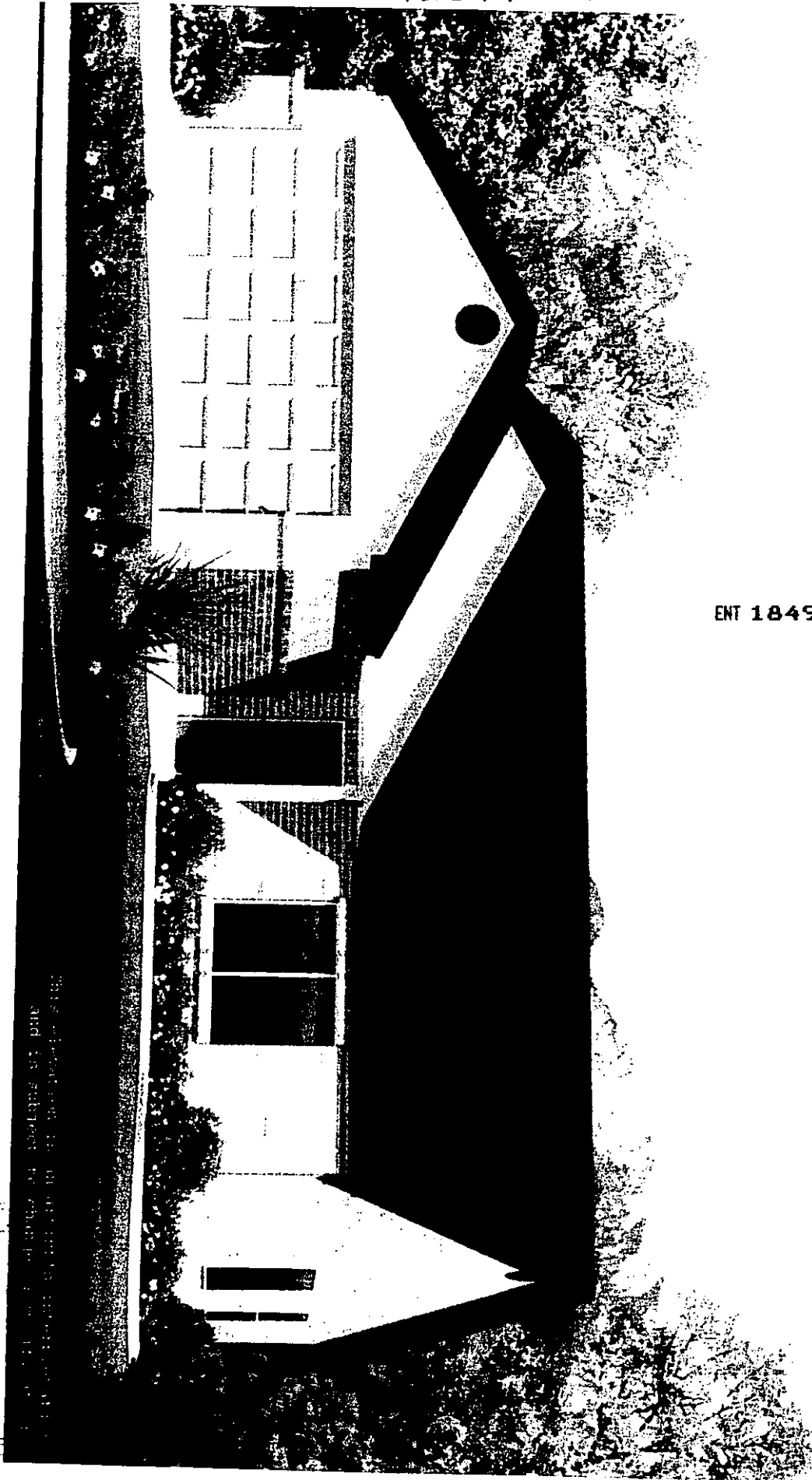
ENT 184945:2003 PG 25 of 32

PLAN



Handwritten signature or initials

Exhibit "F"



ENT 184945:2003 PG 26 of 32 (1)

and is subject to change without notice.

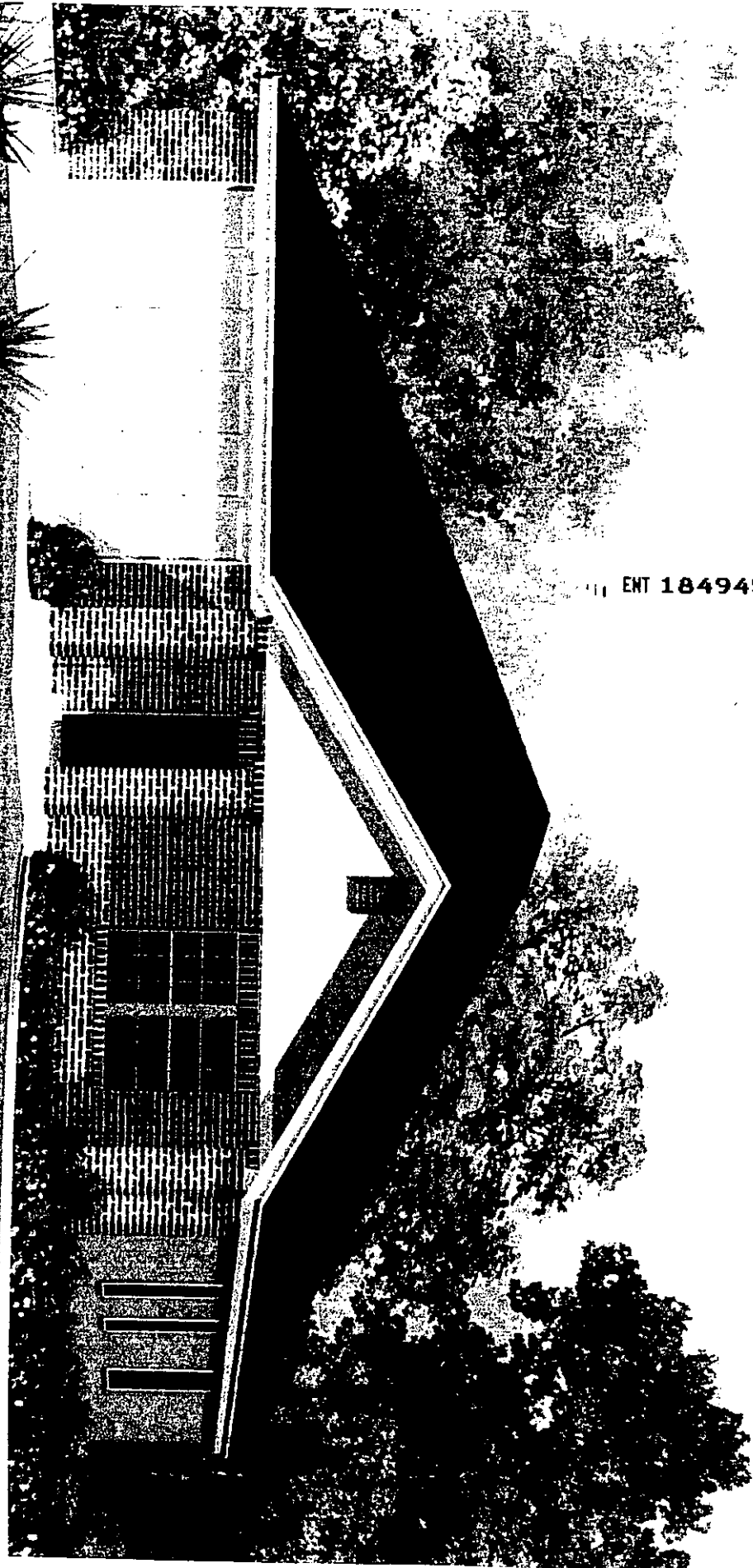
LEHIGH CITY
MAY 9 7 2003

Hamilton Farms 1762E

ENT 184945:2003 PG 27 of 32

This elevation is an artistic interpretation and is subject to change of architect's plan

MAY 07 2003





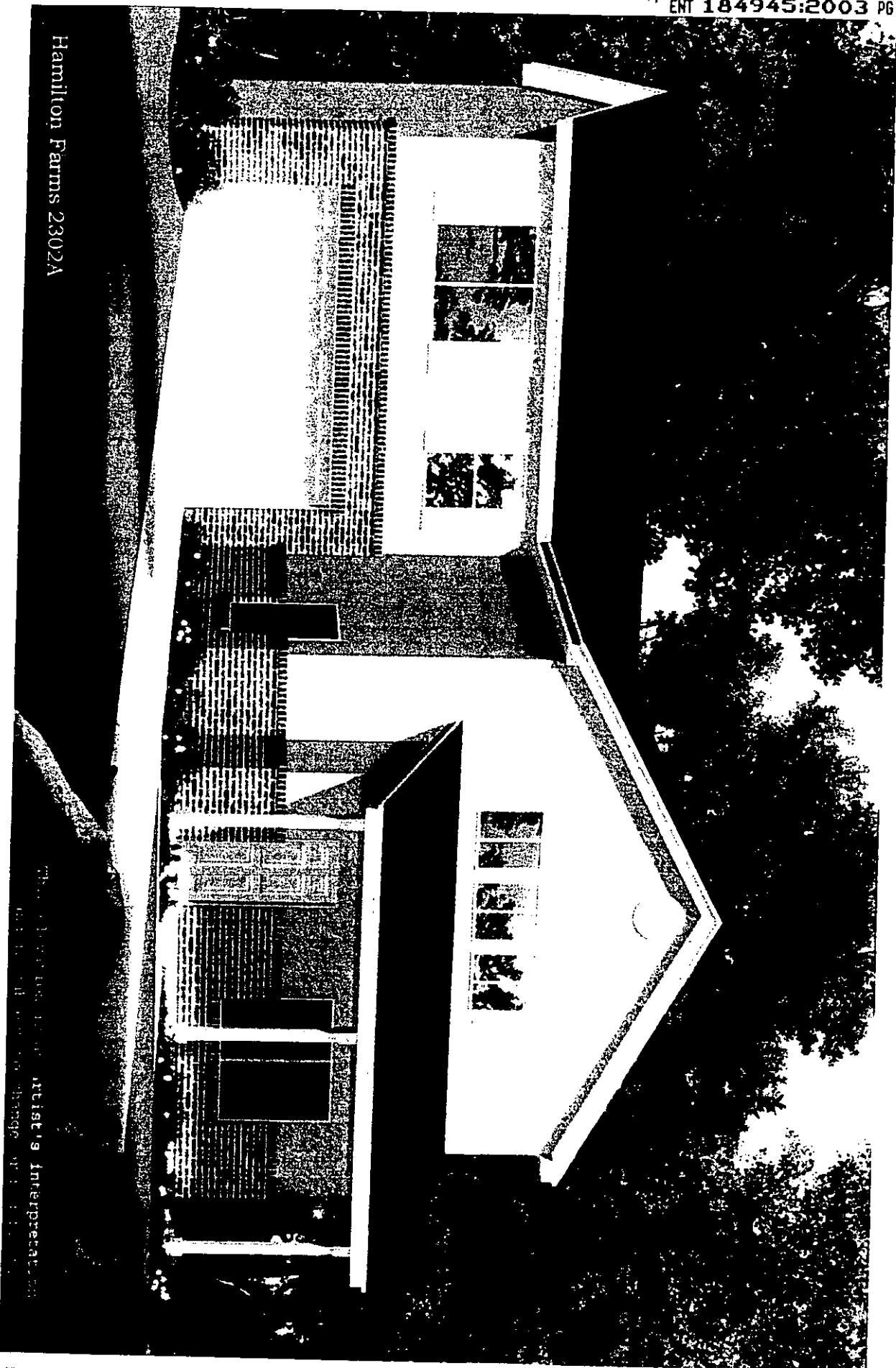
Hamilton Farms 1935A

PH 184945:2003 PG 28 of 32

This elevation is an artist's interpretation in
subject to change or modification.

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MAY 07 2003

Hamilton Farms 2302A



The design is an artist's interpretation
and is subject to change without notice.

MAY 6 2003

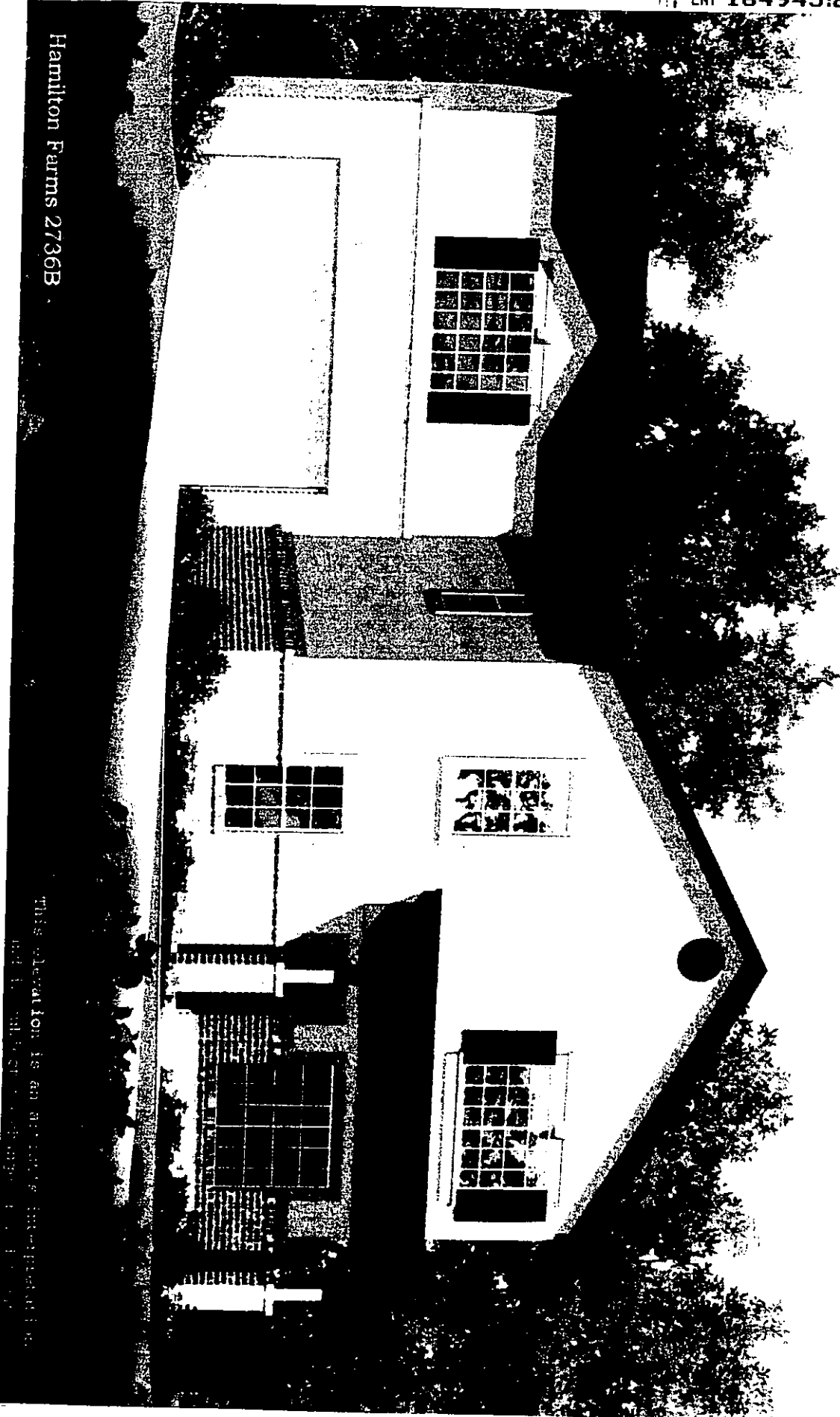
Hamilton Farms 3500 Series C



This elevation is an artist's interpretation and is subject to change or modification.

11/10/2003

Hamilton Farms 2736B



This elevation is an artistic representation and is not to scale.

MAY 11 2003

Hamilton Farms 2736D



This location is an approximate location only.